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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re)	
)	Chapter 11
)	
CIRCUIT CITY STORES, INC., et al.,)	Case No. 08-35653-KRH
)	
Debtors.)	(Jointly Administered)
)	

**AMENDED¹ LIMITED OBJECTION OF HOPROCK LIMONITE, LLC TO
THE MOTION OF THE DEBTORS FOR ENTRY OF ORDER PURSUANT TO
BANKRUPTCY CODE SECTIONS 105, 636, AND 365 (I) ASSUMING THE AGENCY
AGREEMENT AMONG THE DEBTORS, HILCO MERCHANT RESOURCES, LLC
AND GORDON BROTHERS RETAIL PARTNERS, LLC, AND (II) AUTHORIZING
THE DEBTORS TO CONTINUE AGENCY AGREEMENT SALES
PURSUANT TO STORE CLOSING AGREEMENT**

¹ Pleading has been amended in light of pro hac vice status and need for different signatory.

Hoprock Limonite, LLC (“Hoprock”) hereby files its limited objection (the “Limited Objection”) to the Motion of the Debtors for Entry of Order Pursuant to Bankruptcy Code Sections 105, 636, and 365 (I) Assuming the Agency Agreement Among the Debtors, Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC, and (II) Authorizing the Debtors to Continue Agency Agreement Sales Pursuant to Store Closing Agreement (the “Agency Motion”), and respectfully represents as follows:

I. BACKGROUND

1. On November 10, 2008, Circuit City Stores, Inc. and its affiliated debtor entities (“Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code.

2. On the petition date, Debtors filed the Agency Motion seeking to assume an agency agreement (“Agency Agreement”) with Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (collectively, “Agent”), pursuant to which the Agent would conduct store closing sales (“GOB Sales”) at 155 specified Circuit City store locations through December 31, 2008.

3. Hoprock is the landlord for the Circuit City store located in Hoprock’s shopping center known as the Vernola Marketplace Shopping Center, located in Eastvale California. (Store 3479) (the “Eastvale Store”), pursuant to a Lease Agreement between Hoprock and Circuit City Stores West Coast, LLC, dated as of June 27, 2007 (the “Eastvale Lease”). The Eastvale Store is included among the 155 stores slated for GOB Sales pursuant to the Agency Agreement.

4. Hoprock has not received any rent or other payments from the Debtors that are due for the month of November pursuant to the Eastvale Lease.

II. HOPROCK’S LIMITED OBJECTION TO THE AGENCY MOTION

5. Hoprock objects to the provisions of the Agency Motion that appear to allow Debtors to conduct the Sales at the Eastvale Store without immediately paying rent to Hoprock for the post-petition period, including both the prorated rent due from petition date

through the end of November (“Stub Rent”) and the rent coming due on December 1 and thereafter.

6. Section 4.1 of the Agency Agreement requires the Agent to pay all “Expenses” (as defined therein) incurred in conducting the Sales, including the per diem rent for November, and any rent coming due during the term of the Sales. That section does not, however, specify that the rent must be paid to the various affected landlords, including Hoprock. It should be amended to so specify.

7. Section 365(d)(3) obligates Debtors to pay Stub Rent and all rent coming due during the case. *See, e.g., In re Best Products Company, Inc.*, 206 B.R. 404 (Bankr. E.D. Va. 1997). Any result here other than an order for immediate payment would constitute a windfall for Debtors, because the Agent is apparently supposed to be paying the rent to Debtors.

8. Having just retained counsel in this matter, Hoprock joins in the objections filed by other landlords, including EklecCo NewCo, LLC (Docket No 228), Inland American Retail Management LLC (Docket No. 258), and the Macerich Company, RREEF Management Company, Cousins Properties Incorporated, and Watt Management Company (Docket No. 249), among others.

9. Hoprock respectfully requests that any order entered by this Court approving the Agency Motion include an express requirement that all Stub Rent, and such other rent as may come due during Debtors’ post-petition occupancy of the Eastvale Store and other similarly situated stores, be paid immediately to the landlords, including Hoprock, and grant such other relief as may be appropriate.

Dated: November 25, 2008

DEWEY & LEBOEUF LLP

By: /s/ C. Gideon Korrell
C. Gideon Korrell

Attorneys for Hoprock Limonite, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of November, 2008, the foregoing Amended Limited Objection was filed and served electronically using the Court's CM/ECF system, and that, in addition, true and correct copies of the foregoing were served via facsimile on the following parties:

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Dated: November 25, 2008

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